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INDUSTRY TRACK AGREEMENT BETWEEN NORTHERN PACIFIC  
TERMINAL COMPANY OF OREGON AND THE COMMISSION  
OF PUBLIC DOCKS, PORTLAND, OREGON

*PHE* This agreement made and entered into this 2<sup>nd</sup> day  
of ~~September~~ December, 1937, by and between The Northern Pacific Terminal  
Company of Oregon, an Oregon corporation, hereinafter called,  
"Railroad Company", party of the first part, and The Commission  
of Public Docks, of the City of Portland, Oregon, hereinafter  
called "Industry", party of the second part, WITNESSETH:

WHEREAS, the Industry desires the construction, main-  
tenance and operation of an industry track springing from the  
tracks of the Railroad Company, thence across Northwest Front  
Avenue to the property of the City of Portland, and administered  
by the Commission of Public Docks and known as Terminal No. 1,  
for the purpose of serving said Terminal No. 1 in the City of  
Portland, Oregon, the location of which is shown upon a blue  
print hereto attached, hereby referred to and made a part of  
this agreement and designated as Drawing No. 788, and dated  
July 15, 1937, which track the Railroad Company is willing to  
construct, maintain and operate upon the terms and conditions  
hereinafter set forth.

NOW, THEREFORE, it is agreed between the parties  
hereto as follows:

Section 1. The Industry shall first procure and  
furnish, without expense to the Railroad Company, all public  
authority and permission to construct, maintain and operate said  
industry spur, and the right and authority, if any additional  
right and authority is required, to construct, maintain and  
operate the same in Northwest Front Avenue in the City of  
Portland, Oregon.



Section 2. The Railroad Company shall, at its own expense, construct said line from the switch point on its line marked "A" on the Blue Print attached hereto to the property line on Northwest Front Avenue entering the property of the City of Portland, Terminal No. 1, at the point marked "C" on the blue print attached, and when constructed the Railroad Company shall, at its own cost, maintain that portion of said track between the switch point marked "A" on said Blue Print, attached hereto, to the point of thirteen feet clearance from its track, that is, to that point marked "B" on said Blue Print and the portion thereof to be so maintained by the Railroad Company is marked in red on said Blue Print attached hereto. The Railroad Company shall maintain, but at the cost of the Industry, that portion of said track from the point of clearance marked "B" on the blue print attached to the property line joining the Northwest Front Avenue of the property known as Terminal No. 1, and being that portion of the track between the point marked "B" and the point marked "C" on the blue print attached, and which said track is shown in yellow on said blue print. That the Industry shall promptly, upon receiving bills for the expense of maintenance and repair of the portion of said track marked yellow on said blue print, pay to the Railroad Company the cost of maintenance and repair of that portion of the track marked yellow on said blue print.

Section 3. It is understood and agreed that the extension of said track onto and upon the property known as Terminal No. 1 shall be constructed and maintained by the Industry at its sole expense, and in connection therewith the said Industry agrees to construct and maintain said tracks for the purpose of serving said Terminal No. 1 in a good and workmanlike manner so as to properly accommodate the railroad equipment to be

used in serving said property and in a manner to be approved by the Railroad Company, and that upon notice to the Industry by the Railroad Company the Industry will properly and promptly repair or make such changes in said tracks upon said property as will meet the approval of the Railroad Company.

Section 4. That title to all track material in said track from the point "A" on said blue print to the point "C" on said blue print shall be and remain the property of the Railroad Company and title to the track material and that portion of said track or tracks within the property known as Terminal No. 1, shall be and remain the property of the Industry.

Section 5. In the event of a change of location in said track, or in the event of a change in the same by reason of a change in the grade of Northwest Front Avenue, the expense of making said change, if any, shall be paid in its entirety by the Industry.

Section 6. The Railroad Company shall operate said track or tracks during the term of this agreement.

Section 7. Bills for the expense properly chargeable to the Industry shall be paid by the Industry promptly and not later than thirty (30) days after presentation thereof by the Railroad Company.

Section 8. Cost for the purpose of this agreement as between the parties hereto shall be all assignable costs, plus 10% to cover elements of expense not capable of exact ascertainment. Material shall be charged at its current value when and where used.

Section 9. The Industry shall pay all compensation and assessments required at any time by any municipality, public authority, corporation, firm or person for the privilege of constructing, maintaining and operating the track.

Section 10. The Railroad Company shall have the right to use the track when not to the detriment of the Industry.

Section 11. No building shall be erected and no material or other obstruction of any kind or nature shall be constructed, placed, stored or stacked closer than eight (8) feet six (6) inches to the center line of the track (except that when such building, material or other obstruction is not higher than the level of a car floor a minimum clearance of six (6) feet from the center line of track will be permitted); and all doors, windows or gates shall be of the sliding type or shall open toward the inside of the building or enclosure when such building or enclosure is so located that the said doors, windows or gates, if opening outward, would, when opened, swing closer than eight (8) feet six (6) inches to the center line of the track; it being understood that this agreement grants no right to the Industry to erect or maintain any building or structure or to place, store or stack any material on the property of the Railroad Company.

The Industry shall not locate or permit the location or erection of any beams, pipes, wires or other obstructions over or under the track without the written consent of the Railroad Company.

Section 12. It is understood that the movement of railroad locomotives involves some risk of fire, and the Industry assumes all responsibility for and agrees to indemnify the Railroad Company against loss or damage to property of the Industry or to property upon its premises, regardless of the Railroad Company's negligence, arising from fire caused by locomotives operated by the Railroad Company on said track, or in its vicinity, for the purpose of serving the Industry, except to the premises of the Railroad Company

and to rolling stock belonging to the Railroad Company or to others, and to shipments in the course of transportation.

The Industry also agrees to indemnify and hold harmless the Railroad Company for loss, damage or injury from any act or omission of the Industry, its employees or agents, to the person or property of the parties hereto and their employees and agents, and to the person or property of any other person or corporation, while on or about said track; and if any claim or liability other than from fire shall arise from the joint or concurring negligence of both parties hereto it shall be borne by them equally.

Section 13. The Railroad Company may rearrange or reconstruct the track or modify the elevation thereof whenever necessary or desirable in connection with the improvement of its property or changes in its tracks at or near the location of the track, provided that the Industry shall continue to have similar trackage without additional cost to the Industry. In the event, however, that a rearrangement or reconstruction of the track, or modification of the elevation thereof, is required by reason of or as a result of any law, ordinance or other public enactment or regulation or by reason of the happening of any contingency over which the Railroad Company has no control, then the Industry shall bear the cost of such rearrangement, reconstruction or modification. Nothing in this section contained shall in any way affect the right of the Railroad Company to terminate this agreement under the conditions set forth in subparagraph (c) of Section 14.

Section 14. The Railroad Company, after giving sixty (60) days' written notice to the Industry of its intention so to do, may terminate this agreement and take up and remove that portion of the track owned by it, if

(a) The Industry ceases for a continuous period of

one year the doing of business in an active and substantial way over the track;

(b) the Industry shall fail to keep each and every obligation, condition and stipulation stated in or resulting under this agreement; or

(c) the Railroad Company is required by law, ordinance or police regulations, or changed conditions, to elevate or depress or otherwise change its tracks at or near the location of the track, so as to make it impracticable, in the judgment of the Railroad Company, to continue the operation of the track.

Section 15. The Industry shall not assign this agreement or any interest therein, without the written consent of the Railroad Company and for any departure in this respect, the Railroad Company may terminate this agreement.

Section 16. This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns; PROVIDED, however, that nothing herein contained shall be construed as permitting the Industry to assign this agreement without the written consent of the Railroad Company.

IN WITNESS WHEREOF, the Railroad Company has caused this instrument to be executed by its officers thereunto duly authorized, and the Commission of Public Docks has caused the same to be executed by its officers thereunto duly authorized the day and year first in this instrument written.

THE NORTHERN PACIFIC TERMINAL  
COMPANY OF OREGON

By [Signature]  
President

Attest: [Signature]  
Secretary

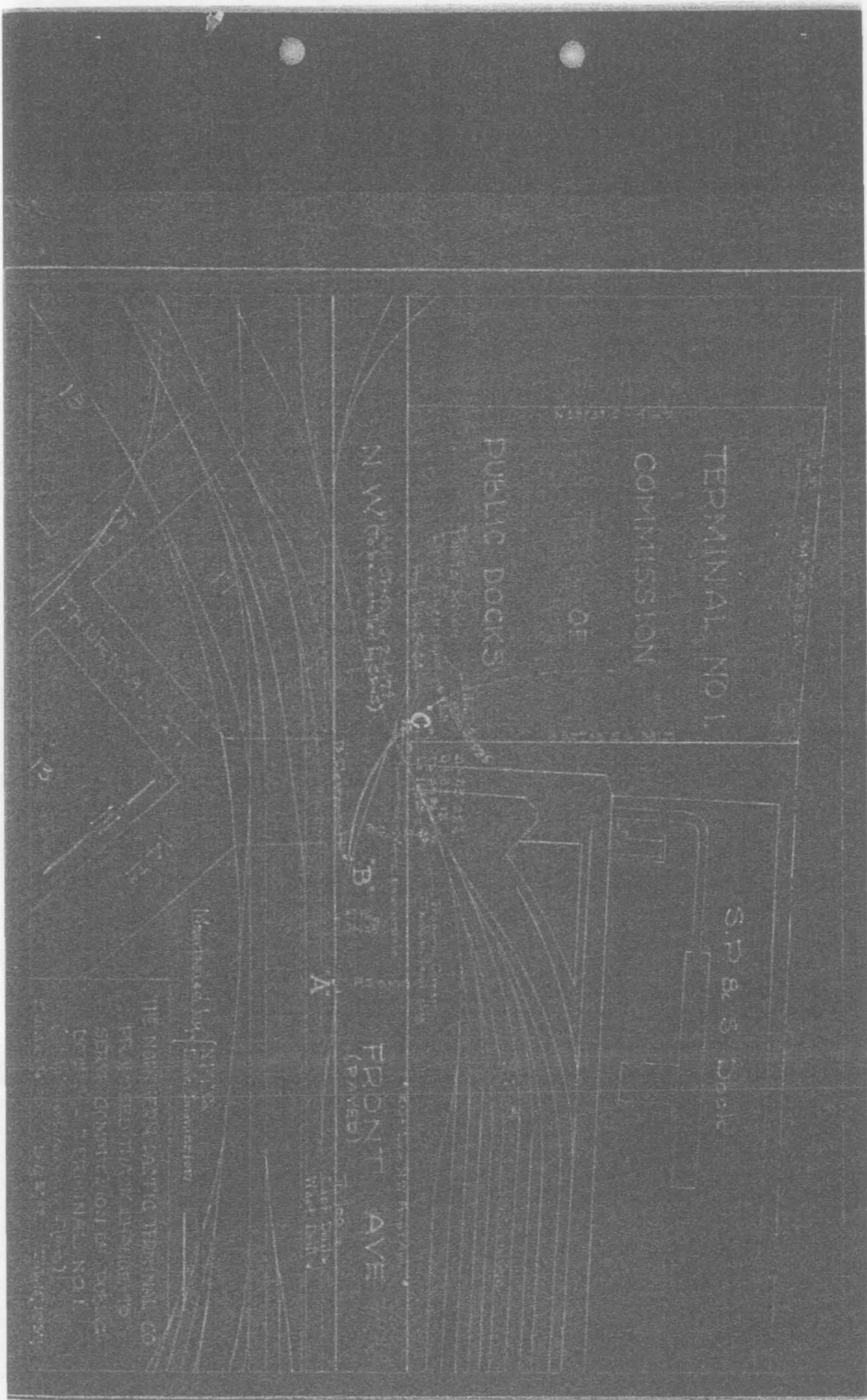
THE COMMISSION OF PUBLIC DOCKS, PORTLAND,  
OREGON

By [Signature]  
Its [Signature]

Attest: [Signature]

LAW OFFICES OF  
WILSON & REILLY  
305 PLATT BUILDING  
PORTLAND, OREGON

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CTH File

Agreement with  
Northern Pacific Terminal Co  
Dated 12/9/37

Covers - Construction & maintenance  
of Switch Track across NW corner of  
covering the Grandstand - Term #1

for Service to  
Units #1 and #2

Terminal #1